

BEFORE
THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
DOCKET NO.: 2020-37-T

Application of All My Sons of Columbia, LLC for a
Class E (Household Goods) Certificate of Public
Convenience and Necessity for the Operation of a
Motor Vehicle Carrier

**Petition for Approval of Use
of an Electronic Bill of
Lading**

Applicant All My Sons of Columbia, LLC (“All My Sons”) hereby petitions to the Public Service Commission of South Carolina (“Commission”) pursuant to 10 S.C. Code Regs. §§ 103-825, 103-162, and other applicable rules and regulations of the Commission for authority to use an electronic bill of lading. In support of this petition, All My Sons states as follows:

Electronic Bill of Lading

1. The regulations of the Commission require motor carriers of household goods to issue and deliver to the shipper a bill of lading or other documentation approved by the Commission and to maintain copies of the bills of lading for a minimum of three years. 10 S.C. Code Regs. 103-158 (2012). Regulation 102-159 outlines the information to be included in bills of lading. All My Sons’ proposed electronic bill of lading contains the same information as the written bill of lading submitted with this application for a Class E Certificate.

2. The process to be used by All My Sons is described in the factual Letter/Memorandum signed by Joseph Daniel McNally, Operations Manager, which is

attached hereto and made a part hereof as Exhibit 1. All My Sons will retain a database of the electronic bills of lading at our office and maintain them for a minimum of three years as required by Regulation 103-158. This database and its printed contents will be available for review and inspection by the S.C. Office of Regulatory Staff.

3. Each shipment by a household goods motor carrier must be accompanied by the bill of lading or some other procedure authorized by the Commission pursuant to 10 S.C. Code Regs. 103-162. All My Sons seeks approval of use of its electronic bill of lading process described above as an “other procedure.”

WHEREFORE, for the foregoing reasons, and for good cause shown, Applicant respectfully requests approval from the Commission to use an electronic bill of lading for its household goods moves in South Carolina.

Dated this 10th day of April, 2020.

April 10, 2020
Charleston, SC

By /s David Popowski
David Popowski, SC Bar #4511
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Charleston, SC 29402
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Attorney for Applicant All My Sons of
Columbia, LLC

EXHIBIT 1



April 10, 2020

Jocelyn G. Boyd
Chief Clerk and Administrator
Public Service Commission of South Carolina
101 Executive Center Dr., Suite 100
Columbia, SC 29210-8412

RE: Docket No. 2020-37-T, Application of All My Sons of Columbia, LLC for a Certificate of Public Convenience and Necessity for the Operation of a Motor Vehicle Carrier

Dear Ms. Boyd:

Allow this letter to respectfully represent our factual memorandum to the South Carolina Public Service Commission in support of the Petition for **All My Sons of Columbia, LLC** (AMS) to utilize an enhanced consumer protective electronic Bill of Lading process (*a digital process*). Attached as Exhibit A is a sample of the document. AMS has successfully implemented electronic Bill of Lading (BOL) and estimates in nearly all of the 30 states we currently operate in. We have seen an increase in not only clarity of charges for the consumer, but enhanced tariff compliance, visibility, and record-keeping standards. We are following an already structured electronic document and signature process lead by the top tier customer-driven delivery and regulatory entities such as **FedEx, UPS, USPS**, and the **FMCSA** to name a few. By the end of 2020, our goal is to be 100% transitioned to this consumer-driven protective process. This technology has been designed to meet the existing regulatory requirements assuring compliance with rates and filed tariff requirements programmed into each required field. The digital product duplicates all core functions of the existing paper document with an extra layer of compliance and consumer protection that doesn't exist with the paper process. We are excited to share this process below with the Commission and look forward to the benefits it brings to all parties involved.

Digital BOL Process Overview:

Each electronic BOL will require the consumer's initials and/or signature at each critical acceptance such as price per hour, travel time, number of men, and valuation to name a few, before moving to the next section. This occurs on a Driver's mobile tablet where all tariff-driven terms are clear and concise pre-move. This assures the customer's understanding of agreed terms prior to moving forward through the BOL terms and conditions. The same process is followed for all pre-move required documents included in our electronic BOL process: Estimate type, BOL, Contract Terms and Conditions, required selected valuation liability, and the customer's declaration of any additional value if selected. The local branch management contacts are included as well as All My Sons Customer Care phone numbers. Contacts are readily available prior to the process to address any questions that might arise prior, during, or after the move process. The move will not occur (*Driver cannot receive a start time*) without all initials and signatures from the consumer, assuring a clear understanding of agreed terms prior to the move. This removes communication

irregularities on either side that could have occurred during the sales or pre-move process. This process also assures that the Bill of Lading copies that each party receives are exact duplicates. This improved process allows full transparency, order, and clarity not plausible with handwritten carbon correspondence. Furthermore, this gives AMS and Customer a "real time" copy of what's been agreed to in a printable PDF mirroring the existing required paper documents. This also enables increased ease of reference and storage for all parties. Copies are sent via email immediately to the customer and AMS pre-and post-move, stamping times sent through electronic email which is automated. Both PDF's include all required itemizations of all terms and charges that exist on the current paper process. A post-move email is also sent containing delivery receipt acknowledgement and itemization of all final services and charges agreed upon. Customers, Regulatory Authorities, and AMS will have full access to printable PDF's matching form and manner of the existing Uniform Household Goods Bill of Lading. This will include all required ancillary documentation attached with all original required initials and signatures. Any party can store or print exactly what was signed the day of the move. AMS also retains this EXACT information on a secured site removing the lost paperwork scenario for either side or regulatory authority when a question or claim arises, saving resources and time for all parties.

In situations where a customer does not have an email, AMS will have the ability to use a paper Bill of Lading as standard operating procedure. We appreciate your time and look forward to implementing this new consumer-based procedure.

For your easy reference, the following is a recapitulation:

Electronic BOL Benefits Summary:

- Assurance of consumer's understanding prior to move of all information and terms.
- Verification & acceptance step by step through initials or signatures not possible with paper forms.
- This electronic document replicates the existing approved paper requirements and "core functions" as a receipt, evidence of or containing the contract of carriage, terms, and as a document of title.
- Customer signs all Bills of Lading and all documents and addendums required pre-post move.
- No credit card imprints; card swiped onsite for charges, customer must sign in person and acknowledge.
- Exact duplicates of moving documents signed through automated email "real time" to customer and AMS servers.
- All parties can print Bill of Lading and supporting documents in order "On Demand" for easy access for any party.
- Process assures Driver and Consumer compliance to protect all parties "pre-move".
- Eliminates lost or non-duplicate documents, each BOL is a true record of move day for each party.
- Validates agreement of driver start & stop times and copies customer in "Real Time".
- Customer can clearly review all terms and charges prior to move and prior to delivery receipt.
- Consumer has ability to request paper BOL.

Thank you for your consideration.

Sincerely yours,



Joseph Daniel McNally
Operations Manager

EXHIBIT A

NOTICE

LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE
MADE FROM PRESS BOARD, PARTICLE BOARD, AND ENGINEERED WOOD

Furniture manufactured from pressboard, particleboard, and/or engineered wood is designed to go into a box from the manufacturer, to the retailer, and then to the customer unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, and may not withstand the normal truck vibration, even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces and makes disassembly impossible without creating substantial, irreparable damage. *When a shipper elects to ship an article as defined herein, and notwithstanding the language contained in this Notice, in no case shall the liability of the carrier exceed \$.60 per pound per article or \$50.00 per article, whichever is greater.*

☒ **Option 1** I/we choose to disassemble and reassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage to the pressboard, particleboard, and/or engineered wood furniture, which may occur during the disassembly of the furniture.

☐ **Option 2** I/we have engaged the services of another individual or company to disassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage, which may occur to the pressboard, particleboard, and/or engineered wood during the disassembly of the unit(s).

☐ **Option 3** I/we am/are tendering furniture constructed of pressboard, particleboard, and/or engineered wood fully assembled as part of our move. I/we understand that any claim for damage to the pressboard, particleboard, and /or engineered wood furniture may be denied due to the inherent vice, based on the fact that fully assembled all pressboard, particleboard, and /or engineered wood furniture is inherently susceptible to damage as outlined above.

SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, or 3.

Test Test

NAME OF SHIPPER, OWNER OR CONSIGNEE

03/08/2020

DATE



SIGNATURE OF SHIPPER, OWNER, OR CONSIGNEE

ADDENDUM TO UNIFORM HOUSEHOLD GOODS BILL OF LADING

SHIPPER DECLARATION OF VALUE

IMPORTANT: There are two (2) options available to cover loss and/or damages:

OPTION 1: Basic Value Protection. This lower level of value protection is provided at no additional cost. However, it only provides minimal protection that is considerably less than the average value of household goods. The carrier’s maximum liability shall be \$.60 per pound for the actual weight on any lost or damaged article or articles, if the shipment has been expressly released by the shipper to such value per article. Under this option, a claim for any article that may be lost, destroyed or damaged while in the custody of your mover will be settled based on the weight of the individual article multiplied by 60 cents. For example, damages to an item weighing 400 pounds would result in a maximum claim settlement of \$240. Basic Value Protection provides minimal protection, and it is possible that settlement of any claim under this level of valuation will not be satisfactory to you. (MRT Section 1, Rule 7, Valuation).

OPTION 2: Depreciated Value Protection. You can declare that your shipment has a greater value and pay an additional fee for that increased protection. If items are lost, damaged or destroyed, the mover will have the options of repairing or replacing them with articles of like kind or paying the depreciated replacement costs as determined by current depreciated value. All damaged items that are either replaced or reimbursed at depreciated value become the property of the mover. Under this option, for example, if the total declared of your shipment is \$30,000, the charge for that level of protection would be and additional \$750.00 or \$25 per \$1,000 of valuation selected.

Deductible: This option carries a \$300 deductible that must be paid or subtracted from amounts paid towards any claim.

** DECLARATION **

Prior to the move, the shipper must select one of the options listed below. If the carrier fails to require the shipper to choose one of the liability options, the shipper will be considered to have chosen Option 1 (Basic Value Protection).

Shipper hereby releases the entire shipment to a value not exceeding:

Signature of Shipper and Date Option 1 – Basic Value Protection -\$.60 per pound per article.

Signature of Shipper and Date Option 2 - Depreciated Value Protection - A declared lump sum value of \$_____.

This document shall be completed and signed **PRIOR TO MOVE** and made a permanent part of the Bill of Lading.

BILL OF LADING/ORDER NO: 7486 DATE 03/08/2020

NAME OF SHIPPER Test Test

(X) HOURLY RATED MOVE () WEIGHT & DISTANCE MOVE

CARRIER REPRESENTATIVE SIGNATURE

**CONTRACT TERMS AND CONDITIONS OF
UNIFORM HOUSEHOLD GOODS BILL OF LADING**

This contract is subject to all rules, regulations, rates, and charges in our Tariff on file with the Office of Regulatory Staff, South Carolina including, but not limited to, the following terms and conditions:

SECTION 1: Insert Terms & Conditions Here:

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**CERTIFICATE
OF
SERVICE**

This is to certify that I, David Popowski, have this date served one (1) copy of the
Petition for Approval of Use of An Electronic Bill of Lading in the above-referenced
matter to the following by causing said copy to be electronically mailed, addressed as
shown below:

Alexander W. Knowles, Esq.
Office of Regulatory Staff
aknowles@ors.sc.gov

/s David Popowski
David Popowski

April 10, 2020
Charleston, SC